

U.S. DISTRICT COURT  
WESTERN DISTRICT OF LA  
LAKE CHARLES DIVISION

Dr. R. CEASAR

CIVIL ACTION

VERSUS

NO: 20-CV-0035

GIECO INSURANCE Co.

JUDGE

GIECO President

Magistrate Judge

COMPLAINT

RECEIVED  
IN LAKE CHARLES, LA

JAN 09 2020

TONY R. MOORE, CLERK  
WESTERN DISTRICT OF LOUISIANA

NOW INTO COURT, comes  
plaintiff, Dr. R. CEASAR, with facts and  
evidence to support complaint of breach  
of contract, both expressed & implied,  
theft of funds, libel, slander, defamation  
of character and violations of the 1866  
Civil Rights Act, 1981 and 1983 Civil Rights  
Act along with the 14<sup>th</sup> Amendment of the  
U.S. Constitution.

This honorable <sup>court</sup> has jurisdiction because  
All parties are domiciled or do business in Western Dist

2,

ON December 29, 2019 A Sunday; Gico Insurance Company cancelled plaintiff, Dr. CEASAR'S Auto Insurance policy, in reckless disregard, failing to exercise ordinary care handling payments made in full before legal deadline!

3,

To Add insult to injury, Gico has refused to date of this action to refund the \$101.<sup>00</sup> dollars, but consented to refunding \$70.<sup>00</sup> immediately on December 30, 2019 <sup>(Monday)</sup> by reversing debit card payment made on December 27, 2019! A check also received on December 27, 2019 was processed through Accounting at 1 Gico Plaza, Atlanta Georgia but Gico did not credit to account and low and behold, policy cancelled on Sunday December 29, 2019. Unconscionable!

4.

Dr. R. CEASAR, plaintiff, a U. S. Navy Veteran, born in the U.S.A had been a loyal customer since 2005, or 14 years with no claims, accidents, or problems.

(2)

After several conversations with Gioco to inform that after Gioco informed plaintiff on Monday <sup>12/30/2019</sup> early morning that his policy was cancelled and payments would be returned immediately, all lies; here we are.

Wherefore; plaintiff paid "timely" payments, but due to negligence; Gioco cancelled auto insurance policy anyway causing irreparable harm for; Louisiana Dept. of Insurance (Motor Vehicle Division) <sup>"was notified"</sup> but plaintiff obtained insurance with another company and had to use other monies to obtain this insurance suffering "double jeopardy" due to gross negligence of Gioco.

Therefore plaintiff prays for 1 million dollars in compensatory damages and 2 million in punitive damages and any other relief deemed equitable by law. Plaintiff prays for trial by jury.

This the 6<sup>th</sup> day  
of Our Lord, January  
2020,

email: rnceas1@yahoo.com

cc: Gioco

Respectfully submitted by;

Dr. R. Ceasar

P.O. Box 1281

Opelousas, LA 70571

(3) PH: (225) 287-3383

# CERTIFICATE

I hereby certify, that a <sup>(courtesy)</sup> copy of the Afore-mentioned pleadings has been served upon all parties of record by depositing a copy of same in U. S. mail, postage prepaid and properly addressed,

This the  
6<sup>th</sup> day of our  
Lord, January  
2020.

Respectfully,

Dr. R. Ceasar  
P.O. Box 1281  
Opelousas, LA 70571

email: vrceas1@yahoo.com Ph: (225) 287-3383  
Xc: Gieco Insurance Co.  
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Lake Charles, LA 70601